Or the authority may be introduced in evidence, and such extracts as contradict the expert may be read to the jury, purely for the purpose of discrediting the witness. *Union Pacific Ry. Co.* v. *Yates,* 79 Fed. 584, 49 U. S. App. 241; *Eggart* v. *State,* 40 Fla. 527, 25 So. 144; *Pinney* v. *Cahill,* 48 Mich. 584, 12 N. W. 862; *People* v. *Wheeler,* 60 Cal. 581, 44 Am. Rep. 70. On the question whether counsel may cross-examine an expert on authorities on which the witness has not based his opinion, or only on such as he has based his opinion, there is a decided conflict of authorities. The following cases, with the instant case, allow examination on acknowledged standard authorities whether witness has based his opinion on them or not; on the theory, that expert witnesses are dangerous and every legitimate means should be used to test the soundness of their theories and show their want of knowledge. *Davis* v. *United States,* 165 U. S. 373, 17 Sup. Ct. 360, 410 L. Ed. 750; *Fisher* v. *Southern Pac. R. Co.,* 89 Cal. 399, 26 Pac. 894; *Hess* v. *Lowery,* 122 Ind. 225, 23 N. E. 156, 7 L. R. A. 90, 17 Am. St. Rep. 355; *Egan* v. *Dry Dock & R. Co.,* 12 App. Div. 556, 42 N. Y. Supp. 188; *Byers* v. *Nashville & R. Co.,* 94 Tenn. 345, 29 S. W. 128; *Clukey* v. *Seattle Electric Co.,* 27 Wash. 70, 67 Pac. 379. The following cases hold admissible excerpts only from authors upon whom the witness has based his opinion, and these may be read to the jury for the purpose of directly contradicting him. *Foley* v. *Grand Rapids & R. Co.,* 157 Mich. 67, 121 N. W. 257; *Marshall* v. *Brown,* 50 Mich. 148, 15 N. W. 55; *Butler* v. *South Carolina & R. Extension Co.,* 130 N. C. 15, 40 S. E. 770; *Mitchell* v. *Leech* (S. C.), 48 S. E. 290, 66 L. R. A. 723, 104 Am. St. Rep. 811.

GARNISHMENT—PROCEEDINGS AGAINST COUNTY.—The plaintiffs had furnished materials to the defendant contractors who were working for the county. Judgments against the contractor who later became insolvent were unsatisfied and the plaintiffs sought a decree of equitable garnishment against the county. Judgment was rendered by the lower court in favor of the defendants, on the ground that in the absence of a statute specially conferring the right, garnishment did not run against the county, either at law or in equity. *Held,* that the judgment of the lower court should be affirmed. *Clark et al.* v. *Board of Com'rs of Osage County* (Okla. 1916), 161 Pac. 791.

The authorities are divided on the question of garnishment against a county, but the great weight of authority plainly supports the view that garnishment will not lie against a county unless there is a statute specially conferring that right. For a full citation of authorities supporting both views, see ROOD, GARNISHMENT, §18; 57 L. R. A. 207 note; L. R. A. 1916E 1163 note. It should be noted that the problem concerns only the construction of general garnishment statutes and that both opposing views are based on the same broad ground—public policy. After discussing the conflict of decisions and the basic question of public policy, the court in the principal case decided in accordance with the majority rule and denied the right of garnishment. Despite the tendency of the great majority of courts, it seems that public policy should favor garnishment of counties. While it is admitted by the minority view, that, to some extent, the public interest

might be interfered with by the necessity of public officers defending litigation against creditors of the county, or by the sequestration of wages of county employees, in thus promoting private interest or convenience, it is evident that such allegations are sufficiently answered by stating that the defense to such litigation involves very little trouble for the county, and further, that, since men who pay their debts will work as faithfully for the county as those who are dishonest, it is rather poor policy to induce dishonest persons to seek public employment by protecting them in such avoidance of their just debts. ROOD, GARNISHMENT, §22; *Waterbury* v. *Board of Com'rs of Deer Lodge Co.*, 10 Mont. 515, 26 Pac. 1002. There are some decisions which by a bill in equity allow what may be termed "equitable garnishment" where counties are held to be exempt from the statutory garnishment at law. *Pendleton v. Perkins,* 49 Mo. 565; *Riggin* v. *Hilliard,* 56 Ark. 476, 20 S. W. 402, 35 Am. St. Rep. 113. However, there should be no distinction between law and equity in this regard. Statutes expressly authorizing garnishment to run against the county furnish strong evidence of the rule really demanded by the better public policy. See 4 MICH. L. REV. 53.

HUSBAND AND WIFE—AGENCY OF WIFE.—Defendant's wife bought hats and gowns of plaintiffs, who were dressmakers, for the 18-year-old daughter of the defendant, the wife telling plaintiffs that her husband would pay the bills. She had no express authority, and the goods were found not to be necessaries. Plaintiffs sent defendant bills for the purchases three months in succession, and the wife continued to trade with plaintiffs. Defendant did not answer the bills, believing that his daughter's minority, and his liability had ceased on her eighteenth birthday. *Held,* that the defendant's failure to disaffirm those sales amounted to a ratification. *Auringer* v. *Cochrane,* (Mass. 1916) 114 N. E. 355.

The question as to ratification by the husband comes up when the wife acts without the husband's express or implied authority. To charge the husband under such circumstances, it is usually held that the credit must have been given to the husband, not to the wife. *Mackinley* v. *M'Gregor,* 3 Wharton (Pa.) 369. If the husband receives the benefit of the transaction, he will be held to have ratified it. *Hill* v. *Sewald,* 53 Pa. St. 271; *Gates* v. *Brower,* 9 N. Y. 205; *Althof* v. *Conheim,* 38 Cal. 230. However if the husband has expressly forbidden the goods to be bought, and so informs the vendor, he will not be liable for them, even if he afterwards uses them. *Segelbaum* v. *Ensminger,* 117 Pa. 248. If the husband afterward expressly promises to pay for goods furnished the wife, on his credit but without his authority, it is a ratification. *Conrad* v. *Abbott,* 132 Mass. 330; *Shaw* v. *Emery,* 38 Me. 484. It was held in *Shuman* v. *Steinel,* 129 Wis. 422, where the wife bought a set of books, not assuming to act as the husband's agent, and credit not being given to him, it would be a contract which could not be ratified by his express promise to pay. Where the husband fails to disaffirm his wife's unauthorized action within a reasonable time, it is held to be a ratification. If she wears jewelry in his presence suitable to his station in life (*Cooper* v. *Haseltine,* 50 Ind. App. 400), or a hat (*Ogden* v. *Prentice,*